

## **BID SOLICITATION NOTICE**

TO RECEIVE A BID PACKAGE, BIDDERS MAY EITHER DOWNLOAD THE REQUEST FOR BID ("RFB") FROM THE AUTHORITY'S WEBSITE AT <http://www.state.nj.us/turnpike/purchasing.html> OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW. FOR RECORD KEEPING PURPOSES, THE AUTHORITY REQUESTS THAT THE BIDDER COMPLETE THIS FORM AND RETURN IT TO THE PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT, EVEN WHEN A BIDDER IS DOWNLOADING THE RFB. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING GOODS.

### **THE NEW JERSEY TURNPIKE AUTHORITY PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT**

New Jersey Turnpike Administrative Offices  
P.O. Box 5042  
581 Main Street  
Woodbridge, New Jersey 07095-5042  
Tel. - 732-750-5300 Ext. 8640 Fax - 732-750-5399

TITLE: **REMOVAL & DISPOSAL OF HAZARD AND NON HAZARDOUS  
SOLID WASTE**

BID NO: **RM-113148**

DUE DATE: **5-29-15**

TIME: **10:30 AM**

**SUBMIT BIDS BEFORE THE DUE DATE AND TIME STATED ABOVE TO THE ABOVE ADDRESS**

#### **BIDDER INFORMATION (PLEASE PRINT)**

\_\_\_\_\_  
NAME OF BIDDING ENTITY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
REPRESENTATIVE TO CONTACT-NAME & TITLE

\_\_\_\_\_  
TELEPHONE NO

\_\_\_\_\_  
FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

\_\_\_\_\_  
FAX NO

☐ **WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE**

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\_\_\_\_\_  
FAX NO

\_\_\_\_\_  
BUSINESS CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL

\_\_\_\_\_  
OTHER (SPECIFY) \_\_\_\_\_

## SECTION I

### A. INTRODUCTION

The New Jersey Turnpike Authority (the “Authority”) was created by an act of the New Jersey Legislature in 1948, known as the New Jersey Turnpike Authority Act (as amended and supplemented, “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike Revenue Bonds or Notes, subject to the approval of the Governor, payable from tolls and other revenues of the Authority. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the “Highway Authority”), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, the Authority assumed all powers, rights, obligations and duties of the Highway Authority. The Authority currently operates both the Garden State Parkway (“GSP”) and the New Jersey Turnpike (“Turnpike”) (both roads are collectively referred to herein as the (“Roadways”).

The Authority is governed by an eight member Board of Commissioners (“Board”). The Governor of New Jersey appoints each of its members and has the statutory authority to overturn an action of the Board by vetoing any Board action within 10 days of receiving the minutes of the meeting. The Board authorizes awards of all public contracts over \$35,000, except in cases where it has delegated authority to the Executive Director.

This bid solicitation is being conducted pursuant to the Authority’s enabling statute as found in N.J.S.A. 27.23-6.1 and Executive Order number 37 (Corzine 2006) and the regulations and policies of the Authority with regard to public bid procurement.

## **B. BIDDER GUIDELINES/CHECKLIST**

### **BIDS THAT FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:**

1. The Request of Bid ("RFB"), including specifications and related bid documents ("Bids") must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.
2. **The entity submitting a Bid ("Bidder") must provide one original and one copy of the Bid.** The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
5. The Bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable:
6. If checked this RFB requires the following mandatory document(s) or the Bid **will** be rejected:  
Stockholder/Partnership Disclosure Statement .....☒
7. See the Authority's Instruction to Bidders for a complete list of the Authority's standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**SEE ATTACHED**).

**The following checked documents are required for this Bid. Failure to submit the required forms may result in the rejection of the Bid.**

- (a) State of New Jersey Division of Revenue Business Registration Certificate .....☒
- (b) Certification of Registration with the Secretary of State (only if non-NJ corporation) .☒
- (c) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC) ..... ☒
- (d) Affirmative Action Information Sheet with Certificate .....☒
- (e) Signed Mandatory Equal Employment Opportunity Language .....☒
- (f) SBE/WBE/MBE Certificates and Form.....☒
- (g) Vendor Disclosure Form (EO129-Location of Service .....☒
- (h) Notice of Set-Off for State Tax (P.L. 1999, c 159).....☒
- (i) Automobile Insurance Liability Waiver .....☐
- (j) Insurance Certificate .....☒
- (k) Disclosure of Investment Activities in Iran .....☒
- (l) Qualifying Affidavit .....☒
- (m) Statement of Qualifications (page 15-16) .....☒
- (n) Bidder must sign Bid .....☒

## SECTION II

### **A. INTENTION**

1. Sealed Bids for RM-113148 must be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main Street, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this “RFB” at which time and place said Bid will be opened and read in public.
2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not being received by the required date and time.**
3. It is the intention of the Authority to issue a purchase order or notice of award for a price agreement for the procurement of **REMOVAL & DISPOSAL OF HAZARD AND NON HAZARDOUS SOLID WASTE.**
4. Items purchased under this contract will be delivered as directed by the Authority.
5. The term of the contract shall be for “one year with the option to extend for two additional one-year terms at the Authority’s discretion and the vendor’s concurrence”.
6. Please contact John J. Parmigiani with any questions regarding this procurement contract at 732-750-5300 x 8632 or [jparmigiani@turnpike.state.nj.us](mailto:jparmigiani@turnpike.state.nj.us)

### **B. BID SHEET INSTRUCTIONS**

1. Bidders must follow all instructions in this RFB and in the Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this RFB (collectively, “Bid Documents”).
2. Bidders must examine the bid documents carefully before bidding and must ask the Director of Procurement and Materials Management Department (“PMM”) in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. If necessary, an interpretation or correction to the specifications shall be issued by the Director of PMM in response to inquiries and/or addendum shall be faxed to Bidders who have obtained the Bid Documents. Upon the issuing of an addendum, the addendum shall become part of the bid documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date.** Written requests can be submitted by FAX at 732-750-5399.

3. The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an ambiguity or inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the Authority's interpretation of such ambiguity or inconsistency.
4. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasure's, alterations, or items not called for in this "RFB" or irregularities of any kind, may be rejected by the Authority, in its sole discretion.

The Bidder shall not attach conditions, limitations or provisos to their Bid, except in cases where "exceptions" are permitted.

5. **The Authority will accept Approved Equivalent items on this Bid.** If a Bidder is basing the proposal on items other than what is specified, and wishes the items proposed to be considered as an "Approved Equivalent", the Bidder shall enter a price on the Bid sheet then submit on the Exception Sheet in the exact format of the line item on the RFB contained herein, the item number, an item description including manufacturers name, model number, informational brochure(s), and packaging quantities of those items that the Bidder proposes to substitute.

### **C. BASIS OF AWARD**

1. **Bidders must supply a price for every item listed. Bids not having a price for all listed items may be rejected.**
2. **Bidders must quote only one price per line item. If a Bidder quotes multiple prices per line item, the Bid may be rejected.**
3. The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities.
4. All items are to be Bid FOB Destination. All shipping, handling, and other costs should be considered in the Bid price.
5. The Authority is tax exempt from New Jersey Sales and Excise Tax.
6. Award will be made to the lowest responsive Bidder for the total line items Bid.

## **D. MISCELLANEOUS**

1. Delivery Date \_\_\_\_\_  
(Insert if applicable)
2. Payment Terms: The Authority's standard payment terms are Net 30 days. Prompt payment discounts may be offered and must be a minimum of 10 days.  
  
Discount:      Maximum time period \_\_\_\_\_  
                         Percentage \_\_\_\_\_  
Note: Although prompt payment discounts will not be considered in determining low Bid, the Authority reserves the right to take advantage of any such discounts offered.
3. **The successful bidder will be required to provide a contract bond if stated in the specifications and (if awarded) 10 % of contract amount.**

## **SIGNATURE PAGE**

1. **ADDENDA / INQUIRIES:** COMPLETE (if applicable) BEFORE SUBMITTING BID:

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

☐

**CHECK BOX IF NO ADDENDA/INQUIRY ISSUED**

(All Addenda / Inquiries must be acknowledged as indicated above.)

2. **BID IRREVOCABLE:** This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this Bid except in those instances where an unsuccessful Bidder has filed a bid protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a protest, Bidders are required to hold their prices for an additional 90 days. All Bidders will be notified in writing of the action taken by the Authority.
3. **OFFER/CERTIFICATION:** The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this Bid with full authority so to do; and that all statements contained in this Bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

4. **AUTHORIZED SIGNATURE:** \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_  
Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
E-mail address \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_  
Date: # \_\_\_\_\_



**SECTION III**  
**NO RESPONSE BID SURVEY**

**BID REQUISITION NUMBER: RM-113148**

**PROPOSAL TITLE: REMOVAL & DISPOSAL OF HAZARD**  
**AND NON HAZARDOUS SOLID WASTE**

If you do not choose to respond to this Bid, please complete the form below:

Name of Company\_\_\_\_\_

Reason you did not respond (Check all that apply)

\_\_\_\_\_ Cannot supply product or service

\_\_\_\_\_ Cannot meet technical specifications

\_\_\_\_\_ Cannot meet delivery specifications

\_\_\_\_\_ Cannot meet legal requirements  
(i.e. Bid/performance/security/insurance, etc.)

\_\_\_\_\_ Cannot provide a competitive price at this time

\_\_\_\_\_ Interested in receiving specifications for informational  
purposes only.

\_\_\_\_\_ Insufficient lead time to respond

\_\_\_\_\_ Other:(please be specific)

\_\_\_\_\_

Do you wish to remain on our mailing list?

\_\_\_\_\_Yes

\_\_\_\_\_No

Additional comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed :(optional)\_\_\_\_\_

Company:\_\_\_\_\_



# **REMOVAL & DISPOSAL OF HAZARDOUS & NON- HAZARDOUS SOLID WASTE**

## **FOR**

### **THE NEW JERSEY TURNPIKE & THE GARDEN STATE PARKWAY**

#### **SCOPE OF WORK:**

This scope of work is for the collection, transportation, and disposal of hazardous and non-hazardous waste materials and emergency spills on properties located on the New Jersey Turnpike and the Garden State Parkway herein known as the “Authority”.

Included in the specifications, Appendix A & B indicates a listing of hazardous and non-hazardous waste in which the Authority may generate during the term of this contract. The Authority does not guarantee waste type or quantities listed during the term of this contract. Bid Prices must be inclusive of all costs.

This procurement is for the Engineering Department, Planning/Environmental Section of the Authority. The resulting contract shall not preclude other Departments of the Authority from using other Contractors to remove waste and cleanup spills. For example, the Traffic Operations Department of the Authority is not obligated to use said Contractor.

#### **TERM OF CONTRACT:**

The initial term of the contract shall commence on the date stated in the Price Agreement and shall terminate one year from the date of award. The Authority, at its own discretion, may extend the original contract term for two (2) additional one (1) year terms.

In the event that the Authority exercises its right to extend the Contract for a second term, the original bid prices may be subject to renegotiation provided the maximum increase shall not result in any bid item exceeding ten percent (10%), based on the approval by the Chief Engineer.

It is recognized by the parties hereto that the services to be provided under the Contract comprise essential and regulated services to the Authority and that such services must be timely and thorough. Accordingly, it is agreed that the Contract may be terminated by the Authority, if in its sole opinion the Contractor’s performance is unsatisfactory.

## **DEFINITIONS:**

Whenever in the specifications the following terms or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

Authority- The New Jersey Turnpike Authority and the Garden State Parkway.

Waste- Waste material itself together with the container in which it resides (unless the material is being removed in bulk form, as provided herein).

Empty- Containers shall be deemed empty as defined in *N.J.A.C. 7:26-8.4(b)*. This citation indicates that no more than 2.5 centimeters (one inch) of residue should remain on the bottom of the container or inner liner.

## **WASTE CHARACTERIZATION, TRANSPORT, AND DISPOSAL:**

The Authority will provide the Contractor with any available information regarding the composition of the waste. The Contractor shall be responsible for characterizing, transporting, and disposing of said waste in accordance with any and all applicable, relevant, federal and state laws and regulations. The Contractor shall submit to the Authority profiles of each waste type that they have characterized. When waste needs to be removed the Authority will submit a list of their waste to the Contractor; said waste will be cross-referenced to their respective profile codes.

Bidders shall include sufficient time per facility for labeling, securing and loading containerized and non-containerized waste via the use of both containerized (drums, pallets) and non-containerized (bulk) waste transport vehicles like tractor-trailers, rack-body/box trucks, and roll offs. The Contractor shall be responsible for properly characterizing, packaging, and labeling all waste which is to be removed pursuant to this contract.

## **SPILL CLEAN-UP:**

The Contractor may be asked to provide emergency and non-emergency hazardous materials spill clean-up. In the event of an emergency, the Contractor guarantees immediate dispatch of a spill team Supervisor to the scene, with a clean-up crew at work within two (2) hours of notification by the Authority. In the event of a non-emergency, clean-up shall commence within 24 hours of notification by the Authority.

The Authority will notify the Contractor when responding to an emergency or non-emergency clean-up. The bidder is required to submit prices for spill clean-up services listed in this section, such as labor, spills, equipment, and expendables in effect for this scope of work. The Authority requests the prices to be submitted at the time of bid opening. The pricing submitted will not be factored into the decision for award. The award will be determined by the lowest responsive and responsible bidder for the total line items bid (1 through 22). Failure, to however submit spill clean-up pricing may cause rejection of the bid.

**SPILL CLEANUP CONT'D:**

Expendables shall include, but not be limited to, the following materials: drums, personal protective clothing, plastic sheeting, and absorbent sheeting. Labor rates shall include emergency and non-emergency manpower. These rates are all inclusive, no additional charges or "add-ons" shall be accepted.

**WASTE REMOVAL:**

The Contractor guarantees to provide all labor and equipment needed to remove any hazardous or non-hazardous waste from the Authority's facilities. The cost for labor, equipment, and loading / unloading should be included in the bid quotations per product. If and when it is necessary or desirable to consolidate any waste, the Contractor shall be responsible for consolidating it at the price quoted for that item.

**WORK AREA:**

Staging areas for Authority wastes are listed in Appendices A. The Contractor shall have access to Authority facilities between the hours of 8:00 A.M. - 2:30 P.M. The Contractor must adhere to the rules and regulations of the facilities which are secured and shall not enter unless permitted by the Authority. The Contractor shall be responsible for the restoration of the Authority's premises to the same condition as found, and removal of all materials that the Contractor may have introduced upon premises.

**TRAFFIC TOLLS AND SAFETY:**

Mileage will be paid at the rate quoted. Tolls are the responsibility of the Contractor and should be taken into consideration when submitting bids. Contractor personnel and Contractor vehicles will not be permitted to use Z-Turns, median U-turns, grade separated U-turns, or make U-turns across the median or in any Toll Plaza area. Any vehicle making illegal turns or any traffic violation will be subject to a summons by the State Police at the expense of the contractor. Contractor personnel and Contractor vehicles entering at an Interchange must accept a toll ticket or utilize E-Z pass lanes, if the Contractor and Contractor personnel has an active E-Z pass account. However, all vehicles must exit at another Interchange in the proper direction in the same manner as upon entering; a manual lane, if they accepted a toll ticket, or an E-Z pass lane.

**DELIVERABLES:**

The Contractor shall provide the following deliverables.

- Written basis for characterization of any waste, specific to said waste.
- Waste profile for any waste.
- Uniform Hazardous Waste Manifests.
- Bills of Lading.
- Certificates of disposal.
- Certificates of destruction
- Land disposal restriction notification and certification
- Letters of acceptance from TSD Facilities
- Written basis for off specification species waste.
- Copies of any laboratory analytical data, upon request.
- The Contractor shall be responsible for providing “cradle to grave” documentation of all waste that they arrange to have removed from the Authority’s sites. The Contractor shall be responsible for ensuring that all the information on the Uniform Hazardous Waste Manifest (EPA Form 8700-22 Rev. 3-05) is correct.

**AUTHORITY REPRESENTATIVE:**

The Authority’s Representative will monitor the work and issue instructions on behalf of the Authority. Contact Information: Dan Wenger x 8215 or Chris Rossi x 8257

The Contractor stipulates that he/she will comply with all instructions of the Authority’s Representative, and obtain said Representative’s prior written approval of all materials, personnel, equipment, temporary provisions, and work schedule. Any work carried out in the absence of such prior approval may be condemned as unacceptable by the Authority and its value deducted from progress and final invoices.

**CONTRACTOR’S SUPERVISION:**

The Contractor shall, at all times, maintain competent Supervision of his/her work to assure full compliance with contract requirements. The Contractor shall personally supervise the work or have a competent supervisor; satisfactory to the Authority, on site at all times with full authority to act for the Contractor. The Authority may require the Contractor to remove any supervisor who the Authority’s Representative deems unsatisfactory. The Contractor shall provide a supervisor adequate to coordinate and expedite his/her work properly.

**PAYMENT:**

The Authority requests the contractor, when submitting vouchers for payments, to submit with each; copies of relevant documentation, such as the manifest, bill of lading and time and materials sheets. The Contractor shall reference on each voucher, the appropriate waste profile codes. The Authority will remit payment commensurate with the scheduled items of work herein. The Authority will not remit payment to the Contractor for the removal of any waste until the Authority has received a copy of said manifest from the (TSD) Treatment, Storage & Disposal Facility.

Attention is directed to the Prevailing Wage Rate List and to the applicable provisions of The New Jersey Prevailing Wage Act,” governing the prevailing rates of wages for workmen whom are employed in this Project. All provisions of said Wage Act and amendments thereto shall be considered as part of this contract and made a part thereof.

**STATEMENT OF QUALIFICATIONS:**

All bids must be accompanied with sufficient information to permit the Authority to determine each Contractor’s qualifications. Information required to be submitted with the bid must include at a minimum:

A notarized statement on Contractor’s letterhead, signed by a Principal or Officer of the firm, indicating:

- The Contractor shall collect, transport, store, recycle and/or dispose of all Authority waste in accordance with all applicable Federal and State Laws and regulations including, but not limited to, Federal and State Department of Transportation (DOT) regulations, Federal Environmental Protection (EPA) and New Jersey Department of Environmental Protection (NJDEP) Regulations, Federal Occupational Safety & Health (OSHA) regulations, New Jersey Bureau of Fire Safety regulations and those regulations which apply in all jurisdictions where the Contractor shall conduct business relating to the handling of Authority waste.
- The number of years that the Contractor has been engaged in the business of collection, transportation, disposal and clean-up of hazardous waste/materials.
- A list of at least three (3) present and/or former customers for whom the Contractor is providing/has provided similar equipment and services, including the following information, at a minimum: Customer name, address, telephone number and name of technical contact person.

- Copies of all applicable Federal and State permits which authorize the Contractor to conduct all aspects of business associated with the collection, transportation, storage and disposal of hazardous waste.
- Complete listing of ultimate disposal sites which the Contractor proposes to use in conjunction with this Agreement. The Authority reserves the right to select and/or prohibit use, in its sole discretion, of specific disposal sites on the Contractor's list.

#### **TERMINATION OF THE CONTRACT:**

It is recognized by the parties hereto that the services to be provided under this Contract form a part of an essential public service and that such services must be timely and thorough. Accordingly, it is agreed that this Contract may be terminated by the Authority if, in the opinion of the Chief Engineer, the Contractor's performance is deemed unsatisfactory. Such termination shall be upon thirty (30) days written notice to the Contractor and the parties hereto shall be released from any and all liability, claims or causes of action arising out of this Contract, except for the payment to the Contractor to property of the Authority prior to the date of termination and any damages caused to the Authority in obtaining another Contractor to complete the Contract.

The Authority reserves the right to cancel, upon reasonable notice, any contract or obligation of the Authority based upon these specifications if the Contractor:

- Fails to meet any of the qualification requirements of these specifications.
- Fails to maintain the required insurance coverage during the term of this agreement.
- Knowingly performs work that is in violation of Federal, State, County, and/or local law, statute or regulation.
- Fails to provide the required services within the specified times, unless given a written extension by the Authority.
- Petitions any court for bankruptcy proceedings or becomes insolvent in fact or in law.
- Performs any work that could reasonably place any person in grave danger of life, limb, or general safety.
- Breaches a material terms of the Contract and/or Technical Specifications or the Request for Quotation.



### **PROPERTY DAMAGE:**

Contractor shall, at its own expense, make good any damage that may be done by it, its subcontractors, or suppliers in the course of the work to any Authority real and/or tangible personal property through or by reason of prosecution of this work. The liability of the Contractor under this covenant is absolute and shall not be dependent upon any questions of negligence on its part or the part of its officers, agents, employees, subcontractors or suppliers; and the neglect of the Authority to direct the Contractor to take any particular precaution or to refrain from doing any particular thing shall not excuse the Contractor of such damage. It is the sole responsibility of the contractor to restore the Authority premises to the original condition at the contractor's expense.

### **IN ADDITION TO THE INSURANCE REQUIREMENTS LISTED IN "THE INSTRUCTION TO BIDDERS" CONTRACTOR MUST PROVIDE THE FOLLOWING ADDITIONAL INSURANCE:**

The Contractor, who will be transporting any hazardous and non-hazardous materials, substances, wastes, as part of the work under this contract, shall provide the Authority with evidence of levels of financial responsibility as required by the Motor Carrier Act of 1980 and 49 C.F.R., Part 387.

#### **The Contractor, as the case may be, shall provide the Authority with one of the following:**

Endorsement for Motor Carrier Policies of Insurance for Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 (Form MCS-90) issued by an insurer, or

Motor Carrier Surety Bond for Public Liability under Section 30 of the Motor Carrier Act of 1980 (Form MCS-82) issued by a surety, or

A written decision, order or authorization of the Interstate Commerce Commission authorizing the Contractor to self-insure pursuant to 49C.F.F., Part 1043.5.

### **UMBRELLA LIABILITY INSURANCE:**

Umbrella Liability Insurance is required with limits in excess of those underlying policies stated above with minimum limits as follows:

Minimum limit each occurrence and annual aggregate: \$3,000,000

This policy shall name the Authority, its Commissioners, its officers, employees and agents as additional insured.

## **CONTRACTORS POLLUTION LIABILITY (CPL) INSURANCE**

With regard to services rendered by Contractors and/or their subcontractors for this project, a Contractor's Pollution Liability Policy (CPL) shall be provided.

The CPL shall include, but not be limited to coverage for on site cleanup, bodily injury and / or property damage to third parties, contractual liability, automobile liability for the transportation of materials to and from the project site, completed operations and a severability of interest clause.

The policy shall be issued on a project specific and occurrence basis dedicated exclusively to the project for the services rendered hereunder. The policy shall be renewed annually for the duration of the project and for a period of two years following termination of the contract or the completion of the project. The minimum limits of liability dedicated to this project shall be as follows:

Each Occurrence ..... \$2,000,000

Annual Aggregate ..... \$5,000,000

The policy shall name the Authority, its commissioners its officers, employees and agents as additional insureds.

## BID QUOTATION SHEET

A	B	C	D	E	F	G	H	I	J
Item	Solid / Liquid Waste	Source	Description	Intended TSD Facility	Container	Unit Of Measure Bid	Estimated Quantity	Bid Price Per UOM	Total Price / Item Column (H x I)
1	Sealed Congealed Lead Acid Batteries	Communications Emergency Power System	Universal Waste-Batteries, Wet, Non-Spillable, Electric Storage, 8, UN2800 PGIII		Pallet	Pound	1,500	\$	\$
2	Sealed Dry Nickel-Cadmium Batteries	Power Tools	Universal Waste		Pallet	Pound	1,500	\$	\$
3	Sealed Dry Carbon-Zinc/Zinc-Chloride Batteries	Traffic Safety Lanterns	Universal Waste		Pallet	Pound	3,000	\$	\$
4	Sealed Dry Alkaline Batteries	Pagers, Meters, Flashlights	Universal Waste		Drum	Pound	500	\$	\$
5	Sealed Wet Lead Acid Batteries	Automotive Maintenance	Universal Waste		Pallet	Pound	5,000	\$	\$
6	Non-Latex Coating	Exterior Applications	Waste Paint Related Material, 3, UN1263, PGII, D001		Pail or Pallet	Gallon	550	\$	\$
7	Soil, Absorbent Material (I.E. Pads, Booms, Speedi-Dri) Soaked In Gasoline, Kerosene, Mineral Spirits	Spill Cleanup Debris, Soil Cuttings	Waste Flammable Solids, Toxic, Organic, N.O.S. (Gasoline), 3, UN1203, PGII, D001, D018		Drum	Pound	6,000	\$	\$
8	Gasoline, Kerosene, Mineral Spirits, Contaminated Soil	Spill Cleanup Debris, Soil Excavation	Waste Flammable Solids, Toxic, Organic, N.O.S. (Gasoline), 3, UN1203, PGII, D001, D018		Roll Off Container	Ton	150	\$	\$
9	Soil, Absorbent Material(I.E. Pads, Booms, Speedi-Dri) Soaked In Fuel Oil, Hydraulic Oil, Lubricating Oil	Spill Cleanup Debris, Soil Cuttings	Non-Hazardous Solid And Semi-Liquid		Drum	Pound	5,000	\$	\$
10	Gasoline, Kerosene, Mineral Spirits, Contaminated Soil	Spill Cleanup Debris, Soil Excavation	Non-Hazardous Solid And Semi-Liquid		Roll Off Container	Ton	250	\$	\$

## BID QUOTATION SHEET

A	B	C	D	E	F	G	H	I	J
Item	Solid / Liquid Waste	Source	Description	Intended TSD Facility	Container	Unit Of Measure Bid	Estimated Quantity	Bid Price Per UOM	Total Price / Item Column (H x I)
11	Gasoline And Water Mixtures	Sampling Activity Purge Water	Waste Flammable Liquid, Toxic, N.O.S. (Gasoline) UN1203, 250PGII, D002501, D018250		Drum	Gallon	600	\$	\$
12	Oil And Water Mixtures	Sampling Activity Purge Water	Recyclable Material, Used Oil With Less Than 1,000 Ppm Total Halogens, 3, NA1993, PGIII		Drum	Gallon	600	\$	\$
13	Fast Drying Waterborne Latex Paint	Roadway Line Striping	Non-Hazardous Liquid And Semi-Liquid		Drum	Gallon	10,000	\$	\$
14	Empty Steel And Plastic Drums	Emptied Drums Of Latex Paint And Motor Oil	Non-Hazardous Liquid And Semi-Liquid		Drum	Each	100	\$	\$
15	Spent Halogenated Solvents	Parts Washing	Waste Combustible Liquid, N.O.S., NA1993, PGIII, D001, D006, D008, D027, D039, D040		Drum	Gallon	550	\$	\$
16	Computer Components	Office Computers	Universal Waste		Pallet	Pound	2,000	\$	\$
17	Spent Fluorescent Light Bulbs Containing Mercury	Office/Shop Lighting	Universal Waste		Pallet	Pound	750	\$	\$
18	Water With Corrosives	Sampling Activity Purge Water	Epa-D002		Drum	Gallon	550	\$	\$
19	Soil Containing Metals Including Lead	Soil Cuttings	Epa-D008		Drum	Pound	5,000	\$	\$
20	Filter Media With Absorbed Metals Including Iron	Remediation System	EPA-D002		Drum	Pound	2,000	\$	\$

## BID QUOTATION SHEET

A	B	C	D	E	F	G	H	I	J
Item	Solid / Liquid Waste	Source	Description	Intended TSD Facility	Container	Unit Of Measure Bid	Estimated Quantity	Bid Price Per UOM	Total Price / Item Column (H x I)
21	Used Personal Protective Equipment, Plastic Sheeting, Sampling & Monitoring Equipment	Field Work			Drum	Pound	1,000	\$	\$
22	-----	-----	Mileage	-----	-----	Mile	3,000	\$	\$
TOTAL FOR LINE ITEMS 1 THROUGH 22 (COLUMN J) =								\$	

**MULTIPLY COLUMN H x I = J**

**ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA E-MAIL 5 BUSINESS DAYS PRIOR THAN THE BID OPENING DATE**

**NEW JERSEY TURNPIKE AUTHORITY**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
Name of Company and / Authorized Signature of Bidder

**APPENDIX A - FACILITY LOCATIONS ON TURNPIKE**

(Actual EPA ID Numbers to be Provided When Contract is Awarded)

- 1) Interchange 1 toll plaza at milepost 1.2, Deepwater, NJ 08023
- 2) John Fenwick Service Area 1N at milepost 5.4 northbound, Oldmans Township, NJ 08067
- 3) Clara Barton Service Area 1S at milepost 5.4 southbound, Oldmans Township, NJ 08067
- 4) Interchange 2 toll plaza at milepost 12.9, Swedesboro, NJ 08085
- 5) Maintenance District 1 at milepost 13.2 northbound, Swedesboro, NJ 08085
- 6) Interchange 3 toll plaza at milepost 26.1, Woodbury, NJ 08096,
- 7) Walt Whitman Service Area 3S at milepost 30.2 southbound, Camden, NJ 08101
- 8) Interchange 4 toll plaza at milepost 34.5, Camden, NJ 08101
- 9) Southern Division/Maintenance District 2 at milepost 37.1 northbound, Mt. Laurel, NJ 08054
- 10) James Cooper Service Area 4N at milepost 39.4 northbound, Mt. Laurel, NJ 08054
- 11) Interchange 5 toll plaza at milepost 44.0, Mount Holly, NJ 08060
- 12) Interchange 6 toll plaza at milepost 0.1 PA Ext., Florence, NJ 08518
- 13) Interchange 7 toll plaza at milepost 53.3, Bordentown, NJ 08505
- 14) Maintenance District 3 at milepost 56.5 northbound, Crosswicks, NJ 08515
- 15) Woodrow Wilson Service Area 6N at milepost 58.7, Hamilton Township, NJ 08650
- 16) Richard Stockton Service Area 6S at milepost 58.7, Hamilton, NJ 08330
- 17) Interchange 7A toll plaza at milepost 60.5, Allentown, NJ 08501
- 18) Interchange 8 toll plaza at milepost 67.6, Hightstown, NJ 08520
- 19) Central Shops Maintenance District 4 at Exit 8, Hightstown, NJ 08520
- 20) Molly Pitcher Service Area 7S at milepost 71.7, Cranbury, NJ 08512
- 21) Law Enforcement Center at milepost 71.7, Cranbury, NJ 085123.
- 22) Interchange 8A toll plaza at milepost 73.7, Jamesburg, NJ 08831
- 23) Joyce Kilmer Service Area 8N at milepost 78.7, East Brunswick, NJ 08816
- 24) Maintenance District 5 at milepost 80.7 southbound (truck lane), Milltown, NJ 08850
- 25) Interchange 9 toll plaza at milepost 83.4, New Brunswick, NJ 07095
- 26) Interchange 10 toll plaza at milepost 88.3, Edison, NJ 008817
- 27) Maintenance District 5A at milepost 91.2 northbound (truck lane), Woodbridge, NJ 07095.
- 28) Interchange 11 toll plaza at milepost 91.3, Woodbridge, NJ 07095
- 29) Thomas Edison Service Area 10 S at milepost 92.9, Woodbridge, NJ 07095
- 30) Grover Cleveland Service Area 10N at milepost 92.9, Sewaren, NJ 07077
- 31) Interchange 12 toll plaza at milepost 95.9, Carteret, NJ 07008
- 32) Interchange 13 toll plaza at milepost 99.4, Elizabeth, NJ 07207
- 33) Maintenance District 6 at milepost 101.7 northbound (truck lane), Elizabeth, NJ 07206
- 34) Interchange 13A toll plaza at milepost 101.7, Elizabeth, NJ 07206
- 35) Northern Division Maintenance District 7 at Exit 14, Newark, NJ 07102
- 36) Interchange 14 toll plaza at milepost 104.7, Newark, NJ 007102
- 37) Interchange 14A toll plaza at milepost 3.2, Bayonne, NJ 07002
- 38) EN Service Area at milepost HBE 5.3 northbound, Bayview, NJ 08721
- 39) Interchange 14B toll plaza at milepost 5.5, Jersey City, NJ 07032
- 40) Maintenance District 9 at Exit 14B, Jersey City, NJ 07303
- 41) Interchange 14C toll plaza at milepost 5.8, Jersey City, NJ 07306
- 42) Interchange 15E toll plaza at milepost E 106.9, Newark, NJ 07102
- 43) Interchange 15W toll plaza at milepost W 108.7, Kearny, NJ 07032
- 44) Maintenance District 8 at milepost E 111 northbound, Secaucus, NJ 07094
- 45) Interchange 16/18E toll plaza at milepost E 112.0, Secaucus, NJ 07070
- 46) Alexander Hamilton Service Area 12S at milepost W 112 northbound, Secaucus, NJ 07094.
- 47) Interchange 16W Toll Plaza at milepost W 112.6, Rutherford, NJ 07070
- 48) Maintenance District 10 at Exit 16W, East Rutherford, NJ 07073
- 49) Interchange 17E toll plaza at milepost E 112.3, Secaucus, NJ 07094
- 50) Interchange 18W toll plaza at milepost W 113.8, Carlstadt, NJ 07072
- 51) Vince Lombardi Service Area 13S at milepost W 116, East Rutherford, NJ 07073.

## APPENDIX B--- FACILITY LOCATIONS ON PARKWAY

(Actual EPA ID Numbers to be Provided When Contract is Awarded)

1) Maintenance District 8 milepost 164.1 SB 501 From Rd. Paramus, NJ 07652
2) Maintenance District 7 milepost 156 NB 740 Rt. 46 West Clifton, NJ 07013
3) Maintenance District 6 milepost 136.7 SB New York Avenue Clark, NJ 07066
4) Maintenance District 5 milepost 116 SB Crawfords Corner & Everett Rd, Holmdel , NJ 07733
5) Maintenance District 3 milepost 67.7 NB 909 West Bay Avenue, Barnegat, NJ 08005
6) Maintenance District 2 milepost 41 SB Route 2 Absecon, NJ 08201
7) Maintenance District 1 milepost 13.8 SB 110 Avalon Blvd. Swainton, NJ 08210
8) Maintenance District Great Egg -----27.1 SB Great Egg, NJ 08223
9) Maintenance District Bass River -----52.9 Median Bass River, NJ 08224
10) Maintenance District Pleasant Plains----- 83.8 Median Toms River, NJ 08753
11) Maintenance District 4 Herbertsville----- 94.5 SB Brick, NJ 08723
12) Maintenance District Asbury -----104.2 Median Asbury, NJ 07712
13) Maintenance District Chevalier Ave----- 125 NB Sayreville, NJ 08872
14) Maintenance District 7U--- 142.7 NB 620 Glenwood Ave., Hillside, NJ 07205
15) Service Area---Oceanview (formerly Seaville) milepost 18.3
16) Service Area---Atlantic City (formerly Absecon) milepost 41.4
17) Service Area---Forked River milepost 76
18) Service Area---Monmouth (formerly Manasquan) milepost 100
19) Service Area---Cheesequake milepost 124
20) Service Area---Colonia South milepost 132.7
21) Service Area---Colonia North milepost 133.6
22) Service Area---Vauxhall North milepost 142.2
23) Service Area---Brookdale North/ South milepost 153
24) Service Area---Montvale milepost 171
25) Commuter Parking Lots---Interchange 10 Milepost 9.9 Cape May
26) Commuter Parking Lots---Oceanview SA milepost 18.3 Cape May
27) Commuter Parking Lots---Interchange 25 milepost 25.3 Cape May
28) Commuter Parking Lots---Atlantic City SA milepost 41.4 Galloway
29) Commuter Parking Lots---Forked River SA milepost 76 Forked River
30) Commuter Parking Lots---Interchange 81 milepost 80.8 Bayville
31) Commuter Parking Lots---Interchange 91 West milepost 92.6 Brick
32) Commuter Parking Lots---Interchange 91 East milepost 92.6 Brick
33) Commuter Parking Lots---Interchange 98 milepost 98.2 Wall
34) Commuter Parking Lots---Monmouth SA (Belmar S) milepost 100 Wall
35) Commuter Parking Lots---Monmouth SA (Belmar N) milepost 100 Wall
36) Commuter Parking Lots---Monmouth SA-Mobil milepost 100 Wall
37) Commuter Parking Lots---Interchange 105 milepost 106.4 Eatontown
38) Commuter Parking Lots---Interchange 109 (Red Bank South) milepost 110.1 Red Bank
39) Commuter Parking Lots---Interchange 109 (Red Bank North) milepost 110.1 Red Bank
40) Commuter Parking Lots---Interchange 109 (academy Bus Lot) milepost 110.1 Red Bank
41) Commuter Parking Lots---Telegraph Hill (South Overflow) milepost 116 Holmdel
42) Commuter Parking Lots---Interchange 120 milepost 120.9 Aberdeen
43) Commuter Parking Lots---Cheesequake SA (Mobil and Marriott) milepost 124 Sayreville
44) Commuter Parking Lots---Cheesequake SA (Car Pool) milepost 124 Sayreville
45) Commuter Parking Lots---Cheesequake SA (Bus Lot) milepost 124 Sayreville
49) Facilities South ---Lakewood South Toll Ramp milepost 93 SB
50) )Facilities South ---Lakewood North Toll Ramp milepost 93NB
51) Facilities South ---Lakehurst South Toll Ramp Interchange 88
52) Facilities South---Lakehurst North Toll Ramp Interchange 88
53) Facilities South---Pleasant Plains State Police milepost 83.8SB
54) Facilities South---Toms River Toll Plaza milepost 84.7NB
55) Facilities South---Whitty Road milepost 84 (Toms River)
56) Facilities South---Dugan Lane milepost 84 (Toms River)



**APPENDIX B--- FACILITY LOCATIONS ON PARKWAY**

(Actual EPA ID Numbers to be Provided When Contract is Awarded)

57) Facilities South---Berkeley North Toll Ramp milepost 77.5 NB
58) Facilities South---Berkeley South Toll Ramp milepost 78.3 SB
59) Facilities South---Forked River S/A (Grounds Only) milepost 76 Median
60) Facilities South---Lacey South Toll Ramp Interchange 74
61) Facilities South---Lacey North Toll Ramp Interchange 74
62) Facilities South---Barnegat Toll Plaza milepost 69
63) Facilities South---Ocean Maintenance Yard milepost 67.7 NB (Barnegat)
64) Facilities South---Bass River State Police milepost 52.9 Median
65) Facilities South---New Gretna Toll Plaza milepost 53.6 SB
66) Facilities South---Atlantic City S/A (Grounds Only) milepost 41.4 Median (Galloway)
67) Facilities South---Somers Point Toll Ramp Interchange 30
68) Facilities South---Great Egg Toll Plaza milepost 28.8 SB
69) Facilities South---J.B. Townsend, Shoemaker Holly Picnic Area milepost 22.9 Median (Cape May)
70) Facilities South---Cape May Toll Plaza milepost 19.4 SB
71) Facilities South---Oceanview S/A (Grounds Only) milepost 18.4 Median (Cape May)
72) Facilities South---Swainton Maintenance Yard Avalon State Police milepost 14 SB
73) Facilities South---Wildwood South Toll Ramp milepost 04 SB
74) Facilities South---Wildwood North Toll Ramp milepost 04.8 NB
75) Facilities North---Montvale S/A Grounds Only milepost 171 Median (Montvale)
76) Facilities North---Paramus Maintenance Yard milepost 164.1 SB
77) Facilities North---Pascack Valley Toll Plaza milepost 166.1 SB (Washington)
78) Facilities North---Paramus Toll Ramps N/S milepost 164.6
79) Facilities North---Radio Tower milepost 165 NB (Paramus)
80) Facilities North---Brookdale No. S/A Grounds Only milepost 153 NB (Bloomfield)
81) Facilities North---Bloomfield State Police milepost 153.1 NB (Bloomfield)
82) Facilities North---Passaic South Toll Ramp milepost 154 SB (Clifton)
83) Facilities North---Passaic North Toll Ramp interchange 154.2 NB (Clifton)
84) Facilities North---Clifton Maintenance Yard milepost 156 NB
85) Facilities North---Brookdale So. S/A Grounds Only milepost 153 SB (Bloomfield)
86) Facilities North---Watchung North Toll Ramp milepost 152.5 NB (Bloomfield)
87) Facilities North---Watchung South Toll Ramp milepost 152.4 SB (Bloomfield)
88) Facilities North---Essex Toll Plaza milepost 150.6 SB (Bloomfield)
89) Facilities North---Bloomfield Ramps N/S milepost 149 (Bloomfield)
90) Facilities North---East Orange Toll Plaza milepost 146.9 NB
91) Facilities North---Union Ramp milepost 142 SB
92) Facilities North---Union Maintenance Yard milepost 142.8 NB
93) Facilities North---Union Toll Plaza milepost 142.7 N/S
94) Facilities Central---Parkway Administration Building milepost 129 NB (Woodbridge)
95) Facilities Central---Raritan Toll Plaza North milepost 125.8 NB
96) Facilities Central---Raritan Toll Plaza South milepost 125.6 SB
97) Facilities Central---Aberdeen Facility milepost 119.2 NB
98) Facilities Central---Matawan Toll milepost 119 SB
99) Facilities Central---Keyport/Hazlet Toll Ramp Madison Street
100) Facilities Central---Telegraph Hill Park milepost 116 SB (Holmdel)
101) Facilities Central---Central Maintenance Headquarters milepost 116 (Holmdel)
102) Facilities Central---Telegraph Hill Maintenance Yard milepost 116 (Holmdel)
103) Facilities Central---Sign Shop milepost 116 (Holmdel)
104) Facilities Central---Arts Center Complex (Not Maintained) milepost 116 (Holmdel)
105) Facilities Central---Vietnam Veterans Memorial Complex (Nor Maintained) milepost 116 (Holmdel)
106) Facilities Central---Reception Center Grounds Only milepost 116 (Holmdel)
107) Facilities Central---Celebrity House Grounds Only milepost 116 (Holmdel)
108) Facilities Central---Holmdel South Toll Ramp milepost 114 SB
109) Facilities Central---Holmdel North Toll Ramp milepost 113.7 NB
110) Facilities Central---Red Bank South Toll Ramp Woodland Drive



<b>APPENDIX B--- FACILITY LOCATIONS ON PARKWAY</b>	
(Actual EPA ID Numbers to be Provided When Contract is Awarded)	
111)	Facilities Central---Red Bank North Toll Ramp Newman Springs Road
112)	Facilities Central---Lincroft State Police Newman Springs Road
113)	Facilities Central---Eatontown Toll Ramp milepost 105 SB
114)	Facilities Central---Asbury Park Toll Plaza milepost 104 NB
115)	Facilities Central---Belmar Wall North Toll Ramp milepost 98.5 NB
116)	Facilities Central---Belmar Wall South Toll Ramp milepost 98.5 SB
117)	Facilities Central---Bricktown North Toll Ramp milepost 93 NB
<b>Note:</b> Additional locations may be added in the event new EPA ID numbers are established throughout the contract period.	

**NEW JERSEY TURNPIKE AUTHORITY**

**QUALIFYING AFFIDAVIT**

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, of \_\_\_\_\_  
(Pres., Vice Pres., Owner or Partner) (Company)

being first duly sworn, deposes and says:

1. That the \_\_\_\_\_ (Company Owner) wishes to be qualified to bid on the New Jersey Turnpike Authority.
2. That \_\_\_\_\_ (Company Owner) wishes to demonstrate moral integrity in accordance with the Procedure for Pre-qualification and Award on New Jersey Turnpike Authority construction contracts pursuant to a Resolution of May 22, 1973, and any amendments and supplements thereto.
3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the \_\_\_\_\_ Company, nor any of its Owners, Officers, or Directors are involved in any Federal, State or other governmental investigation concerning criminal or quasi-criminal violations, except as follows (if none, so state):
4. Deponent further states that neither the \_\_\_\_\_ Company, nor any of its Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on contracts performed by it, except as follows (if none, so state):
5. That any depository, vendor or other agency herein named is hereby authorized to supply the New Jersey Turnpike Authority with any information necessary to verify any statement made in this Contractor's Qualifying Statement.
6. That as of the date of signing this Affidavit, outstanding liens filed against this Company are as follows (if none, so state):

7. That the undersigned, being authorized to act on behalf of \_\_\_\_\_ Company, certified that I am personally acquainted with the operations of said Company, have full knowledge of the factual basis comprising the contents of this Contractor's Qualifying Statement and that the same are true to my knowledge.
8. That, if a Corporation, the Corporation \_\_\_\_\_ incorporated  
(is, is not)  
in the State of New Jersey. If not a New Jersey Corporation, the corporation  
\_\_\_\_\_ authorized to do business in the State of New Jersey  
(is, is not)  
(attach Certificate of Authorization from Secretary of State).
9. That, in accordance with said Procedures as of the date of signing, this Affidavit  
\_\_\_\_\_ Company has not been disqualified from future bidding on any Turnpike  
project by reason of claiming its rights to withdraw a bid because of unilateral mistake, except as  
follows (if none, so state):
10. That this Contractor's Qualifying Statement is made to induce the New Jersey Turnpike Authority to  
accept a qualification knowing that the said New Jersey Turnpike Authority relies upon the truth of the  
statements herein contained.

\_\_\_\_\_  
Company

Sworn and subscribed to before me this

\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title

**NOTE: COMPLETE AND RETURN WITH BID**

**NEW JERSEY TURNPIKE AUTHORITY**

**DRAFT AGREEMENT**

**FOR**

**RM-113148**

**REMOVAL AND DISPOSAL OF LIQUID HAZARDOUS/NON-HAZARDOUS WASTE ON  
THE NEW JERSEY TURNPIKE AND GARDEN STATE PARKWAY**

THIS AGREEMENT, dated \_\_\_\_\_, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at 581 Main Street, Woodbridge, New Jersey (the "Authority") and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_ having principal offices located at \_\_\_\_\_ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the collection, transportation, and disposal of liquid hazardous/non-hazardous waste from Authority Facilities, in strict conformance with Specifications attached hereto and made a part hereof.

The term of the Agreement shall commence on the date of the Purchase Agreement and terminate one (1) year there-from, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, if so directed by the Authority, and to indemnify and save harmless the Authority, its officers, employees and agents against and from all damages and liabilities, threatened, pending or completed actions, proceedings or suits of every kind and all costs incurred in the defense, settlement or satisfaction thereof (including attorney's fees and court costs), including damages and liabilities, actions, proceedings, suits, costs, claims and judgments of officers, employees or agents of the Contractor and of his subcontractors, and all damages, liabilities, actions, proceedings, suits costs, claims or judgments to which the Authority or any of its officers, employees, or agents may be subjected by reason of injury to the person or property of others resulting from the performance of the Project, or the acts or omissions, whether negligent or not, of the Contractor, its officers, employees, or agents, servants, and subcontractors; or of the Authority, its officers, employees and agents, or of third persons, or through any improper or defective machinery, implements or appliances used in the Project; and he shall further defend it, so directed by the Authority, indemnify and save harmless the Authority, its officers, employees and agents from all damages, liabilities, actions, proceedings, suits, costs, claims or judgment of any kind, which may be brought or instituted by any subcontractor, material man, or laborer who has performed work or furnished materials in or about the Project or by, or on account of, any claims or amount recovered for any infringement or patent, trademark or copyright. Any such money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Authority may be retained by the Authority and held until such suits, proceedings, actions, claims or amounts shall have been settled, and suitable evidence to that effect furnished to the Authority. The obligations of this paragraph shall survive the expiration, termination, or rescission of this Contract

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

\_\_\_\_\_  
Sheri Ann Czajkowski  
Secretary to the Authority

BY \_\_\_\_\_  
Joseph W. Mrozek  
Executive Director

[Corporate Seal]

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name  
Title

BY \_\_\_\_\_  
Name  
Title

[Corporate Seal]